

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHTING CONCEPTS AND SOLUTIONS, INC.		04/02/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	TALL TOWER LED, LLC		
Street Address:	6255 La Pintura Drive		
City:	La Jolla		
State/Country:	CALIFORNIA		
Postal Code:	92037		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1965041	LEECRAFT	
Serial Number:	85124255	LUMENRAY	
CORRESPONDENCE DATA			
Fax Number:	6508384350		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-4300		
Email:	ewelply@perkinscoie.com		
Correspondent Name:	PERKINS COIE LLP		
Address Line 1:	P.O. BOX 1208		
Address Line 4:	SEATTLE, WASHINGTON 98111-1208		
ATTORNEY DOCKET NUMBER:	78874-4000		
NAME OF SUBMITTER:	Brian R. Coleman		
Signature:	/brian r. coleman/		

CH \$65.00 1965041

Date:

01/09/2013

Total Attachments: 5

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS
(with related license)

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (with related license) (hereinafter referred to as this "*Assignment*") is made as of April 4, 2012, by and between Lighting Concepts and Solutions, Inc., a Florida corporation (the "*Assignor*"), and Tall Tower LED, LLC, a California limited liability company (the "*Assignee*"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement of even date herewith (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Acquisition Assets, including without limitation certain servicemarks, trademarks and trade names of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such Acquisition Assets; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names related to Assignor's non-automotive Divisions, including without limitation the servicemarks, trademarks, servicemark applications, trademark applications and trade names listed on Schedule A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*"). For the avoidance of doubt, the Marks do not include the "LC&D" trademark.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof, as fully and entirely as the same would have been held and

enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

In addition, Assignor hereby grants to Assignee a one-year paid-in-full license to use the "LC&D" trademark in connection with the Acquisition Assets (it being understood that this one-year period will facilitate a transition to other marks), and a perpetual, paid-in-full license, with right of sublicense to use the "LC&D" trademark solely in connection with Assignee's use and operation of the "Acquisition Assets" (as such term is defined in the Purchas Agreement) to the extent that the "LC&D" trademark appeared thereon when transferred by Assignor and for no other purpose.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws thereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Servicemarks and Trademarks as of the date first above written.

Lighting Concepts and Solutions, Inc.

By: [Signature]
Title: President
Name: Caina Zamarelli

NOTARY PUBLIC STATE OF FLORIDA
Annie Pardo-Patten
Commission #DD917515
Expires: AUG. 17, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

[SEAL]

State of Florida)
County of Broward) ss.:
)

On this 2 day of April, 2012, before me, Caina Zamarelli, personally appeared President of Lighting Concepts & Solutions, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he (she) executed the same in his (her) authorized capacity and that by his (her) signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Witness my hand and official seal.

[Signature]
Notary Public

SIGNATURE PAGE TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Servicemarks and Trademarks as of the date first above written.

Tall Tower LED, LLC

By: 
Title: Managing Member
Name: Andrew Plunk

SIGNATURE PAGE TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS